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12 Attorneys for Defendant
GEORGE L. CARPENTER

14 UNITED STATES DISTRICT COURT

15 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

17 SCOTTSDALE INDEMNITY
COMPANY,

18 Plaintiff,

19 vs.

20 ALL WEATHER TRANSPORT, LLC.;
21 GILLES C. AMAJOYI; and GEORGE
L. CARPENTER ,

22 Defendants.
23

CASE NO. 18-CV-06601 (GW)-JPR

RULE 26(f) JOINT REPORT

Scheduling Conference Date:

Date: September 27, 2018

Time: 8:30 A.M.

Crtrm.: 9D

The Hon. George H. Wu

24
25 Pursuant to Federal Rule of Civil Procedure 26(f), Local Rule 26-1, Plaintiff,
26 SCOTTSDALE INDEMNITY COMPANY, and Defendant GEORGE L.
27 CARPENTER, certify that they conferred on September 13, 2018 and hereby submit
28 this Rule 26(f) Joint Report.

Initial Disclosures Under Rule 26 [Fed. R. Civ. P. 26(f)(3)(A)]

Defendants All Weather Transport, LLC and Gilles C. Amajoyi were served with the summons and complaint of this action prior to transfer. All Weather's answer was due June 20, 2018. Gilles Amajoyi's answer was due June 19, 2018. It is possible defaults will be required in this transferred action. In light of the somewhat unsettled nature of the pleadings, the parties agree to defer the exchange of initial disclosures until pleading issues are resolved. The parties have discussed the exchange of discovery.

Complex Case [L.R. 26-1(a)]

The parties agree that this matter is not a complex case and that none of the procedures of the Manual for Complex Litigation are required. The parties believe that there are no unusual legal issues presented by this case and make no proposals regarding severance, bifurcation, or other order of proof.

Motion Schedule [L.R.26-1(b)]

The Parties are agreed that this matter presents legal issues of insurance policy interpretation.

Absent settlement, Plaintiff anticipates filing of dispositive motions(s) and propose a deadline of March 15, 2019.

Defendant Carpenter concurs with Plaintiffs' dispositive motion deadline of March 15, 2019.

Settlement [L.R. 26-1(c)]

Plaintiff's Position:

This case is one of policy interpretation to which the parties disagree. Settlement has not been discussed. Plaintiff is amenable to discuss settlement once it has had an opportunity to engage in discovery. In connection with such settlement discussions, Plaintiffs propose a non-judicial dispute resolution proceeding in accordance with Settlement Procedure No. 1 under Local Rule 26- 15.4.

Defendants' Position:

1 Defendant Carpenter concurs with Plaintiff that upon completion of discovery,
2 non-judicial dispute resolution may be appropriate.

3 **Anticipated Discovery**

4 The parties have informally discussed the anticipated in this matter.

5 Plaintiff's Preliminary Position:

6 Plaintiff's primary evidence will consist of the subject Insurance Policy.

7 Plaintiff will take the depositions of Defendants George Carpenter, All Weather
8 Transport (PMK's) and Gilles Amajoyi. Plaintiff will also conduct written discovery
9 from Defendant Carpenter and if necessary, subpoena records from All Weather and
10 Amajoyi.

11 Defendant Carpenter's Preliminary Position:

12 Defendant Carpenter agrees to submit to a deposition:. Defendant Carpenter
13 will also engage in written discovery.

14 **Trial Date, Trial Estimate, and Final Pre-Trial Conference [L.R. 26-1(d); Fed.**
15 **R. Civ. P. 16(b)(3)]**

16 Plaintiff's Position:

17 Plaintiff has not demanded a trial by jury. Once again, this is a matter for
18 judicial interpretation of an insurance policy. If the case is not resolved by
19 dispositive motion, then a Court trial is appropriate. Plaintiff anticipates that a Court
20 trial would take no more than 3 days. Plaintiff proposes a Final Pre-Trial Conference
21 date of May 3, 2019. Plaintiffs propose a Trial Date of May 17, 2019. Plaintiff's trial
22 counsel will be Todd Chamberlain.

23 Defendants' Position:

24 Defendant Carpenter agree that this matter is one of judicial policy
25 interpretation. Defendant Carpenter does not demand a jury trial. Defendant
26 Carpenter concurs in Plaintiff's estimate of a maximum of 3 days for a Court trial.
27 Defendant Carpenter concurs with Plaintiff's proposed Final Pre-Trial Conference
28 and Trial Dates. Defendant Carpenter's trial counsel will be John Ramey.

Expert Witnesses [L.R. 26-1(f); F.R.Civ.P. 26(a)(2).]

Plaintiffs' Position:

Plaintiff does not anticipate the use of any expert witnesses at this time. However, if necessary, Plaintiff proposes an exchange of initial expert reports by December 28, 2018 and the exchange of rebuttal expert reports by January 28, 2019.

Defendants Position:

Defendant Carpenter concurs with Plaintiff's statement regarding the use of expert witnesses. In the event experts are deemed necessary, Defendant concurs with the proposed schedule for the exchange of initial and rebuttal expert reports.

DATED: September 13, 2018 **MURCHISON & CUMMING, LLP**

By: /s/ Todd A. Chamberlain
Todd A. Chamberlain
Attorneys for Plaintiff,
SCOTTSDALE INDEMNITY COMPANY

DATED: September 13, 2018 **RAMEY LAW, PC**

By: /s/ James Doddy
John Ramey
James Doddy
Attorneys for Defendant,
GEORGE L. CARPENTER

ATTESTATION UNDER LOCAL RULE 5-4.3.4

I, Todd A. Chamberlain, am the ECF User whose ID and password are being used to file this JOINT RULE 26(f) REPORT PURSUANT TO FRCP 12(f). In compliance with Local Rule 5-4.3.4, I hereby attest that James Doddy, counsel for Defendant GEORGE L. CARPENTER has concurred in this filing.

DATED: September 13, 2018

MURCHISON & CUMMING, LLP

By: /s/ Todd A. Chamberlain

Todd A. Chamberlain

Attorneys for Plaintiff, SCOTTSDALE
INDEMNITY COMPANY

PROOF OF SERVICE

**Scottsdale Indemnity Co. v. All Weather Transport
18-CV-06601-GW-JPR**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 801 South Grand Avenue, Ninth Floor, Los Angeles, CA 90017-4613.

On September 13, 2018, I served true copies of the following document(s) described as **RULE 26(F) JOINT REPORT** on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY E-MAIL OR ELECTRONIC TRANSMISSION: Pursuant to the E-Filing System of the United States District Court, Central District of California, to the parties at the e-mail addresses on the Court's website.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on September 13, 2018, at Los Angeles, California.

/s/ Jennifer Burnier

Jennifer Burnier

SERVICE LIST
Scottsdale Indemnity Co. v. All Weather Transport
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Defendant GEORGE L. CARPENTER

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Plaintiff SCOTTSDALE INDEMNITY
COMPANY